

Sample District Contract for Supplemental Educational Services

This contract for supplemental educational services (the “Contract”) is made and entered into this ____ day of (date) between the (“District”) and _____ (the “Provider” or “Supplemental Educational Services Provider”),
_____ [address].

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. **Obligations of Provider.** The Provider hereby agrees to provide supplemental educational services as follows:
 - 1.1 For each eligible student whose parent elects to receive supplemental educational services from Provider, Provider, Parent and District in consultation shall develop a Learning Plan Agreement which will contain a Statement of Goals and a timetable for achieving these goals. Provider shall make no changes in any student’s Statement of Goals or timetable without the written consent of District and the student’s parent. Provider agrees to adhere to the timetables established to provide services. Each student’s Statement of Goals must be aligned with each student’s personalized education plan (PEP) and/or individualized education plan (IEP) or the student’s services under Section 504.
 - 1.2 Provider agrees to provide instruction that is aligned with the Utah State Core Curriculum Standards and designed to meet the diagnosed individual student needs.
 - 1.3 For each student to whom Provider gives services under this Agreement, Provider shall send District and the student’s parent a written report describing the student’s progress, including benchmark data. If requested by District or a parent, Provider shall give these reports in the following languages: *[INSERT LANGUAGES]*.
 - 1.4 Provider shall meet with each student a minimum of __ minutes __ times per week for a total of __ hours per week for a total of __ hours of instruction. Provider shall provide each student with the amount of services set forth in the student’s Supplemental Educational Services Agreement.
 - 1.5 Provider shall conduct an investigation of federal and state criminal records for all employees of Provider who will be working with students.
 - 1.6 During the term of this agreement, Provider shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
 - 1.7 Provider agrees to actively involve parents in setting achievement goals for their child and invite parents to participate in conferences to discuss student progress on a regular basis. Provider must document all communications with parents.

- 1.8 Provider shall provide instruction to students that is different from and a supplement to the regular school program and it occurs outside the regular school day.
 - 1.9 Provider shall provide appropriate materials to deliver services to students without infringing on the school for copies, materials, etc.
 - 1.10 Provider shall provide summary evaluation data to the student's home district (with permission from the parent/guardian) as requested by the Utah State Office of Education.
 - 1.11 Provider shall allow access to sessions with students and/or to its facilities for periodic monitoring of each student's instructional program by District. District representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress.
 - 1.12 Provider shall provide access to all records or reports, or other matter relating to this agreement, including, but not limited to, service delivery and student attendance, upon request by District. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.
 - 1.13 All supplementary services given by Provider under this agreement shall be secular, neutral, and non-ideological in instruction and content.
 - 1.14 Once a student misses more than (INSERT A NUMBER) of his/her sessions in(INSERT A TIME PERIOD), the student, parent, Provider, principal, and Title I Director shall meet to determine whether to continue services.
2. **Obligations of the District.** The District hereby agrees to pay Supplemental Educational Service Provider at a rate of \$_____ per hour for a maximum of \$_____ per student for services rendered to each student. This amount shall be invoiced monthly with supporting documentation of the number of hours and days in attendance. The Provider shall not receive compensation for sessions which the student does not attend.
 3. **Term.** The services described in the Contract will be provided from (date) through (date).
 4. **Termination for Convenience.** The District, in consultation with the State Department of Public Instruction, may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the District to the Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by the Provider pursuant to this contract shall, at the request of the District be turned over to it and become its property. If the contract is terminated by the District in accordance with this section, the District will pay the Provider at the hourly rate for all services performed as of the date of termination.
 5. **Termination for Default.** The District may terminate this contract immediately and without prior notice upon breach of this Contract by the Provider.

6. **Terms and Methods of Payment.** Provider shall submit to District monthly invoices itemized by name and address of student, service provided, the number of hours worked and by whom, the date(s) that services were provided, a record of student attendance, and the amount owed. Such invoices shall be submitted within thirty (30) days of the rendering of services. District shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to the District at Title I Director, (address) for review and approval. Providers may only bill the district for students that have approved by the LEA for eligibility.
7. **Contract Funding.** It is understood and agreed between the Provider and the District and the District's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
8. **Insurance.** The Provider agrees to maintain liability insurance for all employees, volunteers and students receiving or participating in the provision of supplemental educational services under this Contract. Certificates of such insurance shall be furnished by the Provider to the District and shall contain the provision that the District be given 30 days' written notice of any intent to cancel or terminate by either the Provider or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.
9. **Monitoring and Evaluation.** The Provider shall cooperate with the District, or with any other person or agency as directed by the District, in monitoring, auditing, or investigating activities related to this Contract. The Provider shall permit the District to evaluate all activities conducted under this contract as dictated by the District.
10. **Records and Confidentiality of Student Information.** The Provider agrees that all student records obtained in the course of providing services to the District under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and the District's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records that is not in the direct employ of the Provider. Provider shall not forward to any person other than parent or District any student record, including, but not limited to, the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Provider shall turn over to District all student records of District's eligible students to whom Provider has provided services under this agreement.
11. **Indemnification.** Provider shall indemnify and hold harmless the District, its

agents, and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorneys fees arising out of or resulting from the District's performance under this contract, and shall defend the District against any such claims, damages, losses and expenses with counsel reasonably satisfactory to the District. Whatsoever, in whole or in part, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Provider, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by Provider in connection with the defense of said matters.

12. **Relationship of Parties.** The Provider is an Independent Consultant and not an employee of the District.
13. **Assignment.** The Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the District.
14. **Contract Modifications.** This contract may be amended only by written amendments duly executed by and between the District and the Provider.
15. **Utah Law.** Utah law will govern the interpretation and construction of the Contract.
16. **Entire Agreement.** This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this contract. This document, the purchase order, if any, used in connection herewith and any other document incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract.
17. **Severability.** If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

District

By:

Superintendent

Date

Provider

By: _____
President

Date

APPROVAL BY DISTRICT BOARD OF EDUCATION:

(CORPORATE SEAL)

Chairperson
Board of Education

ATTEST:

Date

Superintendent/Secretary